

**DeSanty, Tricia**

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256160

**From:** Riley & Sons Moving <rileymoving1@verizon.net>  
**Sent:** Monday, April 13, 2015 12:17 PM  
**To:** DeSanty, Tricia  
**Subject:** Riley & Sons Moving Co., LLC Final Tariff  
**Attachments:** South Carolina Household Goods Tariff.doc

2014-472-T

Hi Tricia,

Attached, please find a copy of our final tariff. If you have any questions/concerns, please feel free to contact me.

Thank you,  
Bill Rusden  
Riley & Sons Moving  
Phone: 215-342-0228  
Fax: 215-331-8475  
Site: rileyandsonsmoving.com

**RECEIVED**

APR 13 2015

PSC SC  
MAIL / DMS

**REGULATIONS AND SCHEDULE OF CHARGES**  
**APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD**  
**GOODS MOVES WITHIN THE STATE OF SOUTH**  
**CAROLINA**

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APR 13 2015

PSC SC  
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**Docket #:** 2014-472-T

**Date Proposed:**

**Effective Date:** March 12, 2015

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## **APPLICABILITY OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moves by Riley and Sons Moving Co. LLC. These services are furnished between points and places within the state of South Carolina.

## **SECTION 1**

### **1.0 Transportation Charges For Local Moves 50 Miles or Under From Origin to Destination**

Transportation charge is a flat fee of one (1) hour at the applicable hourly rate for an originating distance of 50 miles or less that Riley & Sons Moving Co. LLC ("Carrier") travels from its office to the originating location of the customer ("Shipper"). At 51-75 miles, there will be a two (2) hour charge, and at 75-100 miles, there will be a two and one half (2.5) hour charge.

#### **1.1 Hourly Rates and Charges**

Hourly rates apply only from time of arrival of vehicles and men at first point of origin (continue during all loading, transportation from first point of origin to final destination, and unloading) until completion of unloading and dismissal of vehicles and men by Shipper at destination. These rates are for the transportation of household goods from origin to destination of 50 miles or less.

Hourly rates are computed in half-hour periods; fractions of one-half hour are considered one-half hour.

<b>Equipment and Men</b>	<b>WEEKDAYS 7AM-5PM</b>	<b>SATURDAYS &amp; WEEKLY HOURS AFTER 5 PM.</b>	<b>SUNDAYS &amp; HOLIDAYS ANY HOUR</b>
-Vehicle and Driver .....	\$50.00	\$63.00	\$73.00
-Additional men; each .....	\$30.00	\$36.00	\$54.00

#### **1.2 Minimum Hourly Rates**

Carrier imposes a minimum charge of four (4) hours at the applicable rate. The (4) hours would include the applicable travel time with the remaining portion of the (4) hours as working time. Although the Shipper may only have a 1 or 2 hour job, Carrier would still charge the minimum (4) hours.

### **1.3 Transportation Charges For Intrastate Moves More Than 50 Miles From Origin to Destination**

	<b><u>1 Truck</u></b>	<b><u>2 Trucks or Tractor Trailer</u></b>	<b><u>3 Trucks</u></b>
51-75 miles	\$275.00	\$525.00	\$750.00
76-100 miles	\$350.00	\$600.00	\$825.00

101-150 miles	\$525.00	\$775.00	\$1,000.00
151-200 miles	\$675.00	\$975.00	\$1,325.00
201-250 miles	\$825.00	\$1,150.00	\$1,500.00
251-300 miles	\$975.00	\$1,350.00	\$1,750.00
301-350 miles	\$1,150.00	\$1,600.00	\$2,075.00
351-400 miles	\$1,350.00	\$1,850.00	\$2,350.00
401-450 miles	\$1,575.00	\$2,175.00	\$2,700.00

2 Trucks = 1 Tractor Trailer

All loading and unloading of transported goods falls subject to applicable hourly rates for the requisite manpower required for said job. A four (4) hour minimum will be applied at the rate that is needed (see section 1.1). A fuel surcharge will be assessed on intrastate moves over 50 miles (see section 3.9).

#### **1.4 Office Hours**

Carrier will operate Monday through Friday, 7:00 am- 6:00 pm and Saturdays from 8:00 am- 4:00 pm.

## **SECTION 2**

### **2.0 Additional Services**

The following charges shall be assessed in addition to the hourly rates as referenced to in Section 1 of this tariff, in connection with a move involving additional items.

#### **2.1 Packing and Unpacking**

Packing and unpacking will be performed on an hourly basis plus the cost of containers (see section 2.5), and such labor will be charged at labor rates shown in section 1.1.

#### **2.2 Classification of Property**

Shipments to be transported by Carrier must be personal effects and property used or to be used in a dwelling or such other similar property; except that this subparagraph shall not be construed to include property moving from a factory or store, except such property as the Shipper has purchased with the intent to use in his/her dwelling and which is transported at the request of, and the transportation charges paid to Carrier by the Shipper.

#### **2.3 Carton Delivery**

When Shipper requests Carrier to deliver packing materials prior to the move, a flat fee of \$40.00 will be assessed up to 25 miles, or \$80.00 from 26-50 miles, in addition to other charges herein.

## **2.4     Packing Material Charges (Shipper Packed)**

<b><u>Commodity</u></b>	<b><u>Rate in Dollars and Cents per each</u></b>
1.5 carton	\$2.00
3.0 carton	\$3.00
4.5 carton	\$4.50
6.0 carton	\$5.50
Mirror carton	\$6.50
Wardrobe carton	\$9.50
Dish-pack carton	\$6.50
Lamp carton	\$5.00
Tote cartons	\$3.00
Tape/Roll	\$3.00
Paper pads	\$3.00
Bundle/paper 25lbs.	\$20.00

## **2.5     Packing Container Charges (When furnished to Shipper by Carrier)**

<b>Description</b>	<b>Per</b>	<b>Rate</b>
-Dish-Pack (drum, dish-pack, barrel or other specially designed container for use in packing glass-ware, china, table lamps or similar fragile articles.....	each	\$17.75
-Grandfather Clock Box.....	each	\$50.00
<b>-CARTONS:</b>		
-Less than 3 cubic feet.....	each	\$3.80
-3 cubic feet.....	each	\$5.45
-4.5 cubic feet.....	each	\$6.45
-6.0 cubic feet.....	each	\$8.15
-Wardrobe carton.....	each	\$13.95
-Corrugated Containers (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles).....	each	\$14.40
-Lamp carton.....	each	\$8.40
-Tote cartons.....	each	\$5.00
-Crates.....	per cubic foot	\$11.50
-Minimum charge per crate.....		\$46.00



-Mattress bags:		
-twin.....	each	\$9.20
-double.....	each	\$11.50
-queen.....	each	\$13.80
-king.....	each	\$16.10
-Bubble Wrap.....	per foot	\$1.25
-Commercial Bin.....	each	\$25.00
(Used for expediting elevator/long walk moves)		

## 2.6 **Bulky Articles**

When the articles specified in this item are a part of household goods in use shipment will be subject to the applicable flat charge per item in addition to other charges named herein.

<b><u>Commodity</u></b>	<b><u>Per item</u></b>
Spinnet Piano	\$50.00
Upright Piano	\$75.00
Baby Grand Piano	\$100.00
Grand/Concert Piano	\$125.00
Pool Table	\$50.00
Jacuzzi	\$100.00
Gun Safe/Large Safe (250-500 lbs)	\$50.00
Gun Safe/Large Safe (over 500 lbs)	\$100.00
Golf Cart/Motorcycle	\$125.00

## 2.7 **Shrink wrapping of furniture**

When Shipper requests Carrier to shrink wrap the furniture specified in this item, the following charges will be assessed in addition to other charges herein.

<b><u>Commodity</u></b>	<b><u>Rate per piece</u></b>
- Sofa (upholstered or leather)	\$25.00
-Love Seat (upholstered or leather)	\$20.00
-Oversized Chair (upholstered or leather)	\$15.00
-Ottoman (upholstered or leather)	\$10.00
-Chair (covered dining chair)	\$10.00

## 2.8 **Disassembly/Reassembly**

When Shipper requests Carrier to disassemble and/or reassemble article(s) named in this item will be subject to applicable hourly labor charges named herein for service provided.

- **Jungle Gyms**- A large oversized wood constructed play system consisting of several tiers or levels with various sections or parts requiring special tools and service.

**\*\*Note:** Customer is responsible to replace any “rotten” or “unusable” hardware at their expense.

## **2.9 Furniture Disposal**

When a Shipper requests Carrier to remove and/or discard an item from either origin or destination, Carrier will assess a charge based upon Carrier's per piece trash removal service fees in addition to the applicable hourly rate that it takes to remove said item. The following are examples, as comparable items will be assessed on-site.

<b><u>COMMODITY</u></b>	<b><u>RATES PER PIECE</u></b>
-Air conditioner	\$10.00
-Table (kitchen/dining)	\$15.00
-Chair	\$5.00
-Sofa/Love Seat	\$30.00/\$25.00
-O/S Chair	\$20.00
-Rolled Rug	\$5.00
-Washer/Dryer	\$20.00
-Range/Dishwasher	\$20.00
-Refrigerator	\$45.00
-Large Desk	\$35.00
-Triple Dresser	\$25.00
-Double Dresser	\$20.00
-Chest of Drawers	\$20.00
-Small Desk	\$15.00
-Small Television	\$5.00
-Coffee Table	\$10.00
-Small Tables	\$5.00
-Treadmill/Elliptical machine	\$20.00
-Box spring and mattress (each piece)	
-single	\$5.00
-double	\$8.00
-queen	\$10.00
-king	\$15.00

## **2.10 Overnight hold on Truck**

When Shipper requests Carrier to hold Shipper's household goods in use on vehicle overnight will be assessed a flat charge of \$250.00, per truck, per night in addition to other charges herein.

#### **2.11 Parking Permits**

If a parking permit is required either at the origin of the move or at the destination of the move, it is the Shipper's responsibility to obtain said permit. If permit, is not obtained by Shipper, then any parking costs, fees, or fines that Carrier should obtain or incur will be assessed to the Shipper.

#### **2.12 Elevator or Stair Carry**

Carrier does not charge an additional fee for elevator or stair carry.

#### **2.13 Excessive Distance or Long Carry Charges**

Carrier does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle, as all applicable hourly rates still apply under fifty (50) miles, except wherein additional vehicles or manpower are needed (see section 2.17).

#### **2.14 Extra Pick-up and Delivery Charges**

Carrier does not charge an additional fee for extra pick-up and/or delivery charges, as all applicable hourly rates will apply under fifty (50) miles.

#### **2.15 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, computer equipment, televisions, and similar articles. Carrier requires that the Shipper have these items disconnected at the time of the move. If disconnect is required to be provided by Carrier, Carrier accepts no liabilities of plumbing, gas leaks, or malfunction of such appliances due to faulty equipment.

#### **2.16 Impractical Pick-up or Delivery and Auxiliary Services**

It is the responsibility of the Shipper to make shipment accessible to Carrier or accept delivery from Carrier at a point at which the haul vehicle may be safely operated.

When it is physically impossible for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the Carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

Upon request of the Shipper, consignee or owner of the goods, the Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, of accomplishing the job or transferring the shipment between the residence and the nearest point of approach by the Carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used), as provided in Section 1.1 and Section 3.9 and shall be in addition to all other transportation or accessorial charges.

If the Shipper does not accept the shipment at nearest point of safe approach by Carrier's road haul equipment to the destination address, the Carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse, the warehouse of the Carrier, or at the option of the Carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the Carrier will cease when the shipment shall be considered as having been delivered to said warehouse.

## **2.17      Hoisting or Lowering**

Hoisting or lowering service will be performed only at points where Carrier possesses necessary equipment and experienced personnel to perform such service. Otherwise, upon request of Shipper, consignee, or owner will endeavor to arrange for qualified service, if available, at the expense of the Shipper, consignee or owner of the goods. In such instances, the Carrier will not be responsible for damage to shipment or property. The charges for hoisting will be \$100.00 per piece, plus applicable hourly rate (see section 1.1).

## **2.18      Rigging Service**

When, because of the size or nature of the landing, it is necessary to use the services of a rigger, such service must be provided by the Shipper, consignee or owner of the goods. If requested by Shipper, consignee or owner, Carrier will arrange for such rigging service, if available, but Carrier assumes no responsibility for the activities or conduct of third persons, amount of the charges or the quality or quantity of service furnished.

## **2.19      Limitation of Liability on Ready to Assemble Furniture (Made from press board, particle board, engineered wood or ready to assemble)**

Furniture manufactured from press board, particle board and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit, nor is it designed, with the extra wood structural pieces, to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, un-repairable damage. Shipper understands that any claim for damage to the press board, particle board, and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that

fully assembled press board, particle board, and/or engineered wood furniture is inherently susceptible to damage as outlined above.

## **SECTION 3**

### **3.0 Rules and Regulations**

#### **SC CODE OF REGULATIONS-** **Chapter 103, Article 2** **Motor Vehicle Carrier s**

##### **103-195- Duties of Class E Household Good Movers as to Service and Regulations.**

- Every motor Carrier of property operating under a Certificate of PC&N and FWA shall provide safe and adequate service, equipment, and facilities for the transportation of property, and shall establish, observe, and enforce just and reasonable regulations and practices relating thereto and to the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, and all other matters relating to or connected with the transportation of property.

##### **103-210- Applications must Specifically Set Forth Commodities Applied for.**

1. Household Goods. This group includes personal effects and property used or to be used in a dwelling and similar property if the transportation of such effects or property is:
  - a. arranged and paid for by the householder, including transportation of property from a factory or store when the property is purchased by the householder with intent to use in his/her dwelling, or
  - b. arranged and paid for by another party.

### **3.1 Claims**

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the original paid Bill of Lading if not previously surrendered to the Carrier. Carrier may require certified or sworn statement of claim.

The person submitting a claim ("Claimant") must notify Carrier of all claims for concealed damage or damage discovered after the move within 10 days of the date of the move. Carrier must be given reasonable opportunity to inspect the damaged articles. All claims will be settled/repaired within 120 days from date of discovery. If repairs or replacement is needed, the compensation will be based on the level of liability selected.

If damage is alleged to have occurred to the Shipper's dwelling or surrounding, for example but not limited to, damage to walls, floors, steps, ceilings, rails, doors, driveway, lawn, fence, patio, or garage, it is the Carrier's liability to inspect the alleged damage. If such damage is determined to be transit related, it is the Carrier's obligation to repair or restore to original condition or to otherwise make whole by compensation, unless a release form has been signed by the Shipper to precede knowing damage may occur to home and or Household Goods. Transit related damage occurring to a Shipper's dwelling or surrounding area is not covered by the Shipper's Declaration of Value. Any claim for property loss and/or damage must be reported within 48 hours of delivery/loading.

The Carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with the material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value (see section 3.2). Replacement or repairing will be determined by the lesser of the two amounts.

The Carrier shall not be liable for loss or damage occurring after the property has been delivered to or received by the Shipper. When the Carrier is directed to unload or to deliver the property (or render any services) at a place at which the Shipper is not present, the property shall be at risk of the Shipper after unloading or delivery.

Where the Carrier is directed to load property from (or render and service at) a place or places at which the Shipper is not present, the property shall be at risk of the Shipper before loading.

The Carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value (see section 3.2).

If damages are caused by the service provided to the Shipper, Carrier reserves the right to repair the damages in question. If it is determined that the damages cannot be repaired, Carrier reserves the right to either replace or compensate for the value (see section 3.2).

### **3.2 Declared Value**

Rates and charges named herein are applicable when value declared by Shipper does not exceed 60 cents per pound per article. Shipper can purchase additional insurance for \$8.50 per \$1,000.00 covered with a minimum of \$21,000.00 covered.

### **3.3 Computing Charges**

Carrier rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section 1, plus any additions noted.

### **3.4 Payments**

Carrier will not deliver or relinquish possessions of any property transported by it until tariff rates and charges thereon have been paid by cash, money order, certified check, or credit card, (credit cards will have an assessed 3% fee), except where other satisfactory arrangements have been made between the Carrier and the consignor or consignee.

Nothing herein shall limit the right of Carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.

All shipments are COD unless otherwise agreed in writing.

### **3.5 Governing Publications**

Carrier rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

### **3.6 Items of Particular Value**

Carrier does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including but not limited to accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Carrier will not accept responsibility for such articles if they come into the possession of Carrier with or without their knowledge.

### **3.7 Bill of Lading**

A Bill of Lading will be issued to all customers prior to or upon receipt of the Shipper's household goods by Carrier. A sample Bill of Lading is attached and the terms and conditions are incorporated by reference.

### **3.8 Fuel Surcharge**

Fuel surcharge, for any job under 50 miles within points and places in south Carolina will be assessed a flat fee based on the actual cost of fuel at the time of the move.

The following will indicate the flat fuel surcharge fee based on the actual price of fuel.

<u>Actual Fuel Cost</u>	<u>Charge For Shipper 0-50 miles (Local)</u>
Under \$2.00	\$18.00 (minimum)
\$2.01-\$2.10	\$18.90
\$2.11-\$2.20	\$19.80
\$2.21-\$2.30	\$20.70
\$2.31-\$2.40	\$21.60
\$2.41-\$2.50	\$22.50
\$2.51-\$2.60	\$23.40
\$2.61-\$2.70	\$24.30

\$2.71-\$2.80	\$25.20
\$2.81-\$2.90	\$26.10
\$2.91-\$3.00	\$27.00
\$3.01-\$3.10	\$27.90
\$3.11-\$3.20	\$28.80
\$3.21-\$3.30	\$29.70
\$3.31-\$3.40	\$30.60
\$3.41-\$3.50	\$31.50
\$3.51-\$3.60	\$32.40
\$3.61-\$3.70	\$33.30
\$3.71-\$3.80	\$34.20
\$3.81-\$3.90	\$35.10
\$3.91-\$4.00	\$36.00
\$4.01-\$4.10	\$36.90
\$4.11-\$4.20	\$37.80
\$4.21-\$4.30	\$38.70
\$4.31-\$4.40	\$39.60
\$4.41-\$4.50	\$40.50
\$4.51-\$4.60	\$41.40
\$4.61-\$4.70	\$42.30
\$4.71-\$4.80	\$43.20
\$4.81-\$4.90	\$44.10
\$4.91-\$5.00	\$45.00
\$5.01-\$5.10	\$45.90
\$5.11-\$5.20	\$46.80
\$5.21-\$5.30	\$47.70
\$5.31-\$5.40	\$48.60
\$5.41-\$5.50	\$49.50
\$5.51-\$5.60	\$50.40
\$5.61-\$5.70	\$51.30
\$5.71-\$5.80	\$52.20
\$5.81-\$5.90	\$53.10
\$5.91-\$6.00	\$54.00
\$6.01-\$6.10	\$54.90
\$6.11-\$6.20	\$55.80
\$6.21-\$6.30	\$56.70
\$6.31-\$6.40	\$57.60
\$6.41-\$6.50	\$58.50
\$6.51-\$6.60	\$59.40
\$6.61-\$6.70	\$60.30
\$6.71-\$6.80	\$61.20
\$6.81-\$6.90	\$62.10
\$6.91-\$7.00	\$63.00

### 3.9 **Fuel Surcharge on Intrastate Moves**



Carrier will charge a fuel surcharge based on the national average. All rates are to be calculated and updated on a monthly basis and will be assessed per truck used. The following is an example of how the calculations are to take place:

For Loaded Shipments "Per Vehicle" Transported Between January 15, 2015 to February 14, 2015:

- A. Origin of move to destination is 150 miles.
- B. Empty return (destination to origin) add additional 150 miles.
- C. "Terminal Factor"- Each calculation should include 40 additional miles to cover distances from Carrier place of business to the origin of the shipment.
- D. Total mileage in this example is 340 miles.
- E. Gallons of diesel fuel consumed is 68 Gallons (5 miles per gallon divided into 340 total miles).
- F. 68 gallons times \$2.036 per gallon (increased difference between D.O.E. 1-5-15 self-service on highway central Atlantic price of \$3.303 and base price of \$1.267 per gallon of diesel fuel) or a fuel surcharge of \$138.45 (68 gallons x \$2.036 equals \$138.45).

Next monthly update will apply on service between February 15, 2015 and March 14, 2015.

## **SECTION 4**

### **4.0 Promotions**

Carrier shall apply the following promotions, in a uniform and nondiscriminatory manner.

#### **4.1 Hourly Rates and Charges For Military, Active Duty or Veteran, and/or Senior Citizens, 65 and Over**

Hourly rates apply only from time of arrival of vehicles and men at first point of origin (continue during all loading, transportation from first point of origin to final destination, and unloading) until completion of unloading and dismissal of vehicles and men by Shipper at destination. These rates are for the transportation of household goods from origin to destination of 50 miles or less.

Hourly rates are computed in half-hour periods; fractions of one-half hour are considered one-half hour.

<b>Equipment and Men</b>	<b>WEEKDAYS</b>	<b>SATURDAYS</b>	<b>SUNDAYS &amp; HOLIDAYS</b>
--------------------------	-----------------	------------------	-------------------------------

	<b>7AM-5PM</b>	<b>&amp; WEEKLY HOURS AFTER 5 PM.</b>	<b>ANY HOUR</b>
<hr/>			
-Vehicle and Driver .....	\$47.50	\$59.85	\$69.35
-Additional men; each .....	\$28.50	\$34.20	\$51.30